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PART I
Supplies/Services

1. **General:** The DHS, United States Coast Guard (USCG) Office of Contract Operations CG-9124 intends to make a single award, Firm Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) contracts, with a contract with a 12-month base period and four (4) 12-month option periods.
 - a. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-01 dated December 30, 2022.
 - b. This procurement is a total small business set aside competition. Applicable North American Industry Classification System (NAICS) code is 313220 – Narrow Fabric Mills and Schiffli Machine Embroidery. Small business size standard 500 employee.
 - c. All offerors shall be registered in the System for Award Management (SAM) to be eligible for the award of a contract. Offerors shall ensure SAM registration at the following website. <https://www.sam.gov/portal/public/SAM/>. This Request for Proposal (RFP) addresses the requirements to acquire Men’s and Women’s Combination Hats Insignia for the USCG Uniform Distribution for the USCG Clothing Design Technical Office (CDTO). USCG intends to acquire these supplies by single award, Indefinite Delivery-Indefinite Quantity (IDIQ) Firm Fixed Price (FFP) contract using FAR Part 12 Acquisition of Commercial Items and FAR Part 13 Simplified Acquisitions.
 - d. The USCG will evaluate proposals and may award a contract on initial proposals without discussions with offerors. Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a cost or price and technical standpoint. However, the USCG reserves the right to conduct discussions if the Contracting Officer later determines them necessary.
 - e. The schedule of supplies is sub-divided into two (2) groups of military insignia: Metal Insignia and Embroidery Insignia
2. **Price Schedule:** Provide pricing in accordance with *Attachment 1 – Metal Insignia Schedule of Supply and Pricing* and *Attachment 2 – Embroidery Insignia Schedule of Supply and Pricing*.
 - a. Award will be made to the Offeror which is technically acceptable and offers the lowest total price.

PART II
Contract Clauses

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.acquisition.gov/far>. Also, the full text of HSAR clauses may be accessed electronically at this internet address: [HSAR 2006 conformed - May 2021 \(dhs.gov\)](#)

(End of Clause)

The following clauses are incorporated by reference

Clause	Description	Date
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	Jun 2020
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services	Dec 2022
52.225-18	Place of Manufacture	Aug 2018
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	Jun 2020
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.233-2	Service of Protest	Sep 2006

The following clauses are incorporated in full text:

52.209-3 -- First Article Approval -- Government Testing (Sep 1989)

(a) The Contractor shall deliver 12 random unit(s) of Lot/Item varying sized, insignia and related accessories consisting of Insignia for the USCG Uniform Distribution within 30 calendar days from the date of this contract to the Government at U.S. Coast Guard Clothing Design and Technical Office

USCG CDTO
Attention: Ms Laura Young
10 General Greene Ave, Bldg. 86
Natick, MA 01760
(508) 206-2483
Laura.CJ.Young@uscg.mil

for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of Clause)

Alternate I (Jan 1997).

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

Addendum to FAR 52.212-4 Contract Terms and Conditions --Commercial Products and Commercial Services

PACKAGING AND MARKING

Marking Of Shipments (Commercially Packaged Items)

(i) Marking shall be in accordance with ASTM-D3951-18 (most current edition) and with the information set forth in paragraph (ii) below. Insignia for the USCG Uniform Distribution shall be packaged individually in a poly bag. Insignia for the USCG Uniform Distribution shall have tags attached to the back in accordance with specification. Insignia for the USCG Uniform Distribution will be packed to afford adequate protection against deterioration and physical damage during shipment from the supply source to the first receiving activity. The package and quantity per package shall be the same as that normally used by the contract for retail distribution.

(ii) All unit and exterior containers/packs shall, as a minimum, be marked as follows:

1. Sizes – all boxes will contain one size.
2. Noun nomenclature cited on contract or order.
3. Quantity and unit of issue.
4. Contract and order number.
5. From:

(Contractor's Name)

(Address)

Preparation For Delivery (Commercially Packaged Items)

- (a) Preservation, packaging, and packing shall be in accordance with ASTM-D3951-18 (most current edition), "Standard for Commercial Packing." The unit pack quantity that applies to items under this contract is "Industry Standard".
- (b) Prohibited Packing Materials. The use of asbestos, excelsior, loose fill polystyrene, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited.
- (c) Non-Manufactured Wood Packing. All non-manufactured wood utilized in wood pallets and wood containers shall be heat treated to a minimum core temperature of 56 degrees centigrade for 30 minutes and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC). Refer to www.aphis.usda.gov/ppq/swp/eunmwp.html for wood packing policy, enforcement regulations and accredited agencies. Non-coniferous (hardwood) and manufactured wood, such as particleboard and plywood, are exempt from this requirement.
- (d) Pallet shall be commercial 48" X 40" and shall contain five (5) boxes per layer, and twenty-five (25) boxes maximum.

Container Marking For Shipping/Receiving Documents

1. In accordance with Military Standard 129, a packing list shall be included inside and attached outside each box or container packed with unlike items where full description of the contents is not authorized or cannot be shown on the container. No packing list is required for containers having like items. The packing list will contain the following information:
 - a. Package number and set number (if any) of the container;
 - b. A list of contents including quantity by item, item description, stock number or part number, type and size, condition of material, unit of issue if other than each, and reference publications and dates of issue when applicable; and
 - c. Other information in sufficient detail so that article can be replaced.
2. The Contractor's Packing List, identifying material shipped is to be placed inside the shipping container, or if attached outside on the container, shall be adequately protected from shipping damage. The container shall be prominently marked "PACKING LIST ENCLOSED."

INSPECTION AND ACCEPTANCE

Supplies/services will be accepted at CG Uniform Distribution Center, Cape May, NJ.

Proof Of Delivery

If United Parcel Service (UPS) or Federal Express services are used for transportation, each package must have a unique package identification number. The Government will not consider the manifest as proof of delivery unless each package can be uniquely identified. Acceptance will

occur only after the Government can verify actual receipt of the contract items--packaged, marked and labeled as required elsewhere in this contract.

Place of Delivery - Destination

- (a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

USCG Uniform Distribution Center
Dempsey Hall
1 Munro Avenue
Cape May, NJ 08204

Traceable Freight

The Contractor shall assume all responsibility for shipment to the specified destination. Shipment must be via a fully traceable surface freight method. Traceable freight means that the shipment is registered upon shipment with an identifying number. The number is for location of the shipment at any point in transit, including final destination, and verifies shipment arrival at the specified destination. If a shipping method does not provide traceability as defined above, it shall not be used.

Delivery Notification Requirements

The contractor shall notify the designated point of contact (POC) via email (udcshipreceive@live.com) 24 hours prior to delivery of supplies to Coast Guard Uniform Distribution Center. This notification shall include the following information:

- 1) Name of vendor supplying the material
- 2) Item(s) to be delivered
- 3) Name of delivery/drayage contractor delivering item(s)
- 4) Expected time of delivery
- 5) Name of driver(s), if known
- 6) Type of delivery vehicle, if known

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services. (Dec 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X ___ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).

___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

- ___ (10) [Reserved].
- ___ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).
- ___ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (13) [Reserved]
- X ___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-6](#).
- ___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-7](#).
- X ___ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (NOV 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (NOV 2016) of [52.219-9](#).
- ___ (iii) Alternate II (NOV 2016) of [52.219-9](#).
- ___ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- ___ (v) Alternate IV (SEP 2021) of [52.219-9](#).
- ___ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637s](#)).
- ___ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).

☒ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).

☐ (ii) Alternate I (MAR 2020) of [52.219-28](#).

☐ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([15 U.S.C. 637\(m\)](#)).

☐ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) ([15 U.S.C. 637\(m\)](#)).

☐ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

☐ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).

☐ ☒ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

☐ ☒ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).

☐ ☒ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

☐ ☒ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

☐ (ii) Alternate I (FEB 1999) of [52.222-26](#).

☒ ☐ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

☐ (ii) Alternate I (JUL 2014) of [52.222-35](#).

☒ ☐ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

☐ (ii) Alternate I (JUL 2014) of [52.222-36](#).

☐ ☒ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

☒ ☐ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ ☐ (35) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (OCT 2015) of [52.223-13](#).

___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun2014) of [52.223-14](#).

___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of [52.223-16](#).

X ___ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

___ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (JAN 2017) of [52.224-3](#).

___ (48) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).

___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (RESERVED).

___ (iii) Alternate II (DEC 2022) of [52.225-3](#).

___ (iv) Alternate III (JAN 2021) of [52.225-3](#).

___ (v) Alternate IV (Oct 2022) of [52.225-3](#).

___ (50) [52.225-5](#), Trade Agreements (DEC 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).

___ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

X ___ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (NOV 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

___ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xiii) (A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 – Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by a USCG Headquarters or Uniform Distribution Center Contracting Officer. Such orders may be issued from the time of award through the last day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-19 -- Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$250 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract

(b) *Maximum order.* The Contractor is not obligated to honor:

(1) Any order for in an amount in excess of 1,000;

(2) Any order for a combination in an amount in excess of 4,000 in one year; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of

any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 -- Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 120 days after the expiration of contract.

(End of Clause)

52.216-27 Single or Multiple Awards (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days of end of contract period of performance; provided that the Government gives the

Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.232-40 – Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

The following HSAR clauses are incorporated in full text:

HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this provision, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group

"Person, domestic, and foreign" have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check One]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal

(End of Clause)

3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items. (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(b) Clauses.

X 3052.242-72 Contracting Officer's Technical Representative.

X 3052.247-72 F.o.B. Destination Only.

(End of clause)

3052.225-70 REQUIREMENT FOR USE OF CERTAIN DOMESTIC COMMODITIES (AUG 2009)

(a) Definitions. As used in this clause--

(1) "Commercial," as applied to an item described in subsection (b) of this clause, means an item of supply, whether an end product or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(2) Component" means any item supplied to the Government as part of an end product or of another component.

(3) End product" means supplies delivered under a line item of this contract.

(4) Non-commercial," as applied to an item described in subsections (b) or (c) of this clause, means an item of supply, whether an end product or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(5) Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.

(6) United States" includes the possessions of the United States.

(b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or

(2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as field packs), textile marine equipment, parachutes or bandages.

(c) The Contractor shall deliver under this contract only such of the following non-commercial items, either as end products or components that have been grown, reprocessed, reused, or produced in the United States:

(1) Cotton and other natural fiber products.

(2) Woven silk or woven silk blends.

(3) Spun silk yarn for cartridge cloth.

(4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).

(5) Canvas products.

(6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).

(d) This clause does not apply--

(1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool is not more than 10 percent of the total price of the end product; or

(3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

(End of clause.)

3052.242-72 Contracting officer's technical representative. (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

PART III

List of Documents, Exhibits and Other Attachments

1. Attachment 1 – Metal Insignia Schedule of Supply and Pricing
2. Attachment 2 – Embroidery Insignia Schedule of Supply and Pricing
3. Attachment 3 – Metal Insignia Schedule of Supply and Pricing - 1st Delivery Order
4. Attachment 4 - Embroidery Insignia Schedule of Supply and Pricing - 1st Delivery Order
5. Attachment 5 – CDTO PD 078-09J – Insignia Sleeve and Collar Embroidered Rank Grade and Specialty (Embroidery PDM List)
6. Attachment 6 – CG PD 15-15 - Belt, Nylon with God Buckler (Metal PDM List)
7. Attachment 7 CG PD 230-20B - Coast Guard Embroidered Insignia(Embroidery PDM List)
8. Attachment 8 - USCG Uniform Certification Program Bylaws for Insignia and Related Accessories
9. Attachment 9 - Past Performance Survey

PART IV
PROVISIONS

(This section will be removed after award)

52.204-7 -- System for Award Management. (Oct 2018)

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity. "

"Registered in the System for Award Management (SAM) database" means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers. "

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
 - (2) Trade style, doing business, or other name by which your entity is commonly recognized.
 - (3) Company physical street address, city, state, and Zip Code.
 - (4) Company mailing address, city, state and Zip Code (if separate from physical).
 - (5) Company telephone number.
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).
 - (10) Company headquarters name and address (reporting relationship within your entity).
- (d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

52.209-5, Certification Regarding Responsibility Matters (AUG 2020)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or

receiving stolen property (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.212-1 -- Instructions to Offerors – Commercial Products and Commercial Services (Nov 2021)

Addendum to 52.212-1 Instructions to Offerors – Commercial Items

This announcement constitutes the only solicitation; proposals are being requested and a separate written solicitation will not be issued.

1. Proposal Submission:

Submissions shall have the name and address of the Offeror along with the Solicitation Number. In addition, offerors shall designate a Point of Contact (POC) and provide USPS mail, email, and telephone number for the POC.

All proposals shall be received via Unison Marketplace.

2. Prospective Offeror's Questions:

Questions concerning the solicitation shall be submitted via Unison Marketplace no later than **Tuesday, February 21, 2023, at 12:00 pm**, to allow a reply to be provided in a timely manner before proposals are due. In order to ensure traceability for questions, Offerors shall cite the section, paragraph, and page numbers of the information they are questioning. **NO TELEPHONIC INQUIRES WILL BE ACCEPTED.**

3. General Proposal Preparation Instructions:

Proposal submissions shall be an electronic submission. **Proposal Limitations:** The contents of the proposal shall not exceed 20 pages total. Page limitations shall be treated as maximums. If exceeded, the excess pages may not be read or considered in the evaluation of the proposal. Proposals must be submitted in Word, Excel or Adobe PDF format.

1. Proposals shall be submitted as three (3) volumes:
 - a. Volume 1 - Technical Capability
 - b. Volume 2 - Past Performance
 - c. Volume 3 - Price

Volume 1 – Technical Capability:

Subfactor 1 - Product Demonstration Model (PDM) – Technical offers shall demonstrate the ability to provide delivery of the two (2) groups of insignia: metal and embroidery.

The Offeror shall submit three (3) samples of each item listed under *Attachment 6 - CG PD 15-15 - Belt, Nylon with God Buckler (Metal PDM List)*, *Attachment 5 - CDTO PD 078-09J – Insignia Sleeve and Collar Embroidered Rank Grade and Specialty (Embroidery PDM List)*, and *Attachment 7 - CG PD 230-20B - Coast Guard Embroidered Insignia (Embroidery PDM List)* of the solicitation for examination and evaluation.

For example, if the embroidered insignia have a distinct left and right design, you will submit three (3) of each left and right. As another example, for items in pairs, such as shoulder boards, you will submit three (3) pairs.

PDM samples are requested by no later than the closing date of this solicitation, **Monday, March 13, 2023.**

All requested samples must be in the quantities stated herein to be considered for award. In addition, name tape is a minimum of 2 feet per sample, and a minimum of three (3) cut samples should be provided.

PDM samples are not required for items on PDM *Attachment 6 (Metal PDM List)* and *Attachments 5 and 7 (Embroidery PDM List)* if they have certification by USCG or DoD

insignia authority. However, offerors shall indicate in *Attachment 6 (Metal PDM List)* and *Attachments 5 and 7 (Embroidery PDM List)* which items are currently certified and provide proof of certification. Also, attached is the *Attachment 8 - USCG Uniform Certification Program Bylaws for Insignia and Related Accessories* your reference.

Upon award, the USCG will return one set of each PDM to the awardee as the approved certified standard for manufacturing and retain the others for the contract's duration as the approved production standards. In addition, all unsuccessful PDMs will be returned to each respective Offeror.

The PDM samples shall be submitted to the following address:

USCG CDTO
Attention: Ms Laura Young
10 General Greene Ave, Bldg. 86
Natick, MA 01760
(508) 206-2483
Laura.CJ.Young@uscg.mil

Subfactor 2 - Proposal for DO#1.

The Offerors shall complete *Attachment 3 -- Metal Insignia Schedule of Supply and Pricing - 1st Delivery Order*, and *Attachment 4 - Embroidery Insignia Schedule of Supply and Pricing - 1st Delivery Order*, which will form the basis of the first delivery order placed concurrently with the awarded contract. The pricing shall be in accordance with proposed pricing for first year of contract. The required schedule is delivery 60 days after receipt of order (ARO) when orders are within the minimum and maximum ordering limitations of FAR 52.216-19 Order Limitations. (OCT 1995). If the price of the order exceeds the maximum ordering quantity amount, then the Offerors may propose an alternative delivery schedule. If no alternative schedule is proposed, then the 60-day delivery schedule as currently stated shall apply to all orders, regardless of quantity.

Volume 2 - Past Performance:

The Offeror shall provide three (3) recent references to support a past performance evaluation determination. Recent references are defined as those occurring within three years of proposal submission date and may contain on-going efforts. Reference information shall include: (1) a detailed description of the work performed for the contract; (2) a detailed explanation demonstrating the similarity of the contract to the requirements of this solicitation; and (3) the role performed, including whether the Offeror acted as a prime Contractor or a subcontractor. Offerors may also submit past performance information regarding predecessor companies, key personnel who have relevant experience, and subcontractors that will perform major or critical aspects of the requirement as a past performance submission(s).

The Offeror shall complete Section A of *Attachment 9 - Past Performance Survey* for each reference. If a performance assessment has previously been completed in the Contractor Performance Assessment Reporting System (CPARS), then the Offeror shall submit the completed Section A with its proposal. However, if no past performance assessment exists relating to the

reference, the Offeror shall complete Section A and forward it to the appropriate reference for completion of Section B. The past performance references shall submit completed surveys with their bid on Unison Marketplace. Only past performance references received after this deadline may be considered.

Volume 3 - Price

The offeror's price proposal will address all pricing information and not be assigned an adjectival rating. The USCG will evaluate the offeror's contract line-item numbers (CLINs); breakout price for reasonableness.

Reasonableness: Price Analysis techniques under FAR 15.404-1(b) will be used to validate price reasonableness.

The offerors shall enter the proposed prices in accordance with *Attachment 1, Metal Insignia Schedule of Supply and Pricing*, and *Attachment 2, Embroidery Insignia Schedule of Supply and Pricing* and must have all pricing completed for each item, or the proposal will be considered non-responsive and not considered for award.

Any quantity discounts shall be stated separately by quantity or dollar value.

The estimated delivery date is 60 days after the contract award for price offer purposes, with an estimated contract award of **Monday, April 3, 2023**.

52.212-2 -- Evaluation -- Commercial Products and Commercial Services (Nov 2021)

Addendum

(a) This acquisition will utilize the Lowest Priced Technically Acceptable (LPTA) procedure. A decision on the technical acceptability of each offeror's proposal will be made. For those offerors which are determined to be technically acceptable, award will be made to that offeror's with the lowest overall price. The Government intends to make an award based on the initial proposal. If further questions are required, the contracting officer may contact the offeror or offerors. Award will be made to the responsible offeror whose quotation conforms to all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, based on the results of the evaluation described in paragraph (b) below.

(b) The LPTA evaluation process will be accomplished as follows:

Factor 1 - Technical Capability. The United States Coast Guard (USCG) will evaluate the overall quality, reasonableness, and soundness of the Offeror's technical capability to understand and satisfy the Government's requirements. Therefore, Offeror's shall present their offered technical capability that, at a minimum, addresses:

Subfactor 1 –PDM Evaluation - Three (3) samples of each submitted PDM item will be evaluated using standard USCG evaluation methods to determine compliance with insignificant specifications. The Government will evaluate each set of PDM samples on a pass/fail basis. The Government will establish an overall rating of technical capability for

each Offeror related to the overall submission of PDM samples. The overall rating of the pass/fail evaluation will consider the extent of passed items and the quantity and nature of failed items. A low number of failed items that are easily correctible may warrant a technically acceptable rating. The PDM sample evaluation will evaluate the Offeror's technical capability for conforming to PDM items' insignia specification requirements and workmanship.

Subfactor 2 - Submitted proposal for Delivery Order 1 (DO#1) under solicitation *Attachment 3 – Metal Insignia Schedule of Supply and Pricing - 1st Delivery Order* and *Attachment 4 - Embroidery Insignia Schedule of Supply and Pricing - 1st Delivery Order* will be evaluated for both ability to meet schedule and price.

Volume 1 - Evaluation rating method.

Rating System for Volume 1 – Technical Capability	
Rating	Definition
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation.

Factor 2 - Past Performance

The USCG will evaluate the relevant past performance on projects of comparable scope and complexity to demonstrate the capability to deliver acceptable products to determine if they are relevant and then evaluate its rating. The Government will utilize the federal past performance systems (CPARS/PPIRS) to obtain relevant past performance. In addition, the Government may use other sources of available relevant past performance information outside of CPARS/PPIRS, such as information provided in a proposal. In considering all past performance input, utilizing CPARS, PPIRS, etc., ratings above acceptable or satisfactory will be considered acceptable for the purposes herein. Anything rated as unsatisfactory or unacceptable will be considered unacceptable for the purposes herein.

The relevant past performance evaluation factor will be rated using the following descriptors: Acceptable, Unacceptable, or Neutral.

Past performance evaluation rating method.

Rating System for Factor 2 –Relevant Past Performance	
Rating	Definition
Acceptable (CPARS ratings of Exceptional, Very Good, Satisfactory)	Based on the offeror's relevant past performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral	If an offeror having no record of relevant past performance through the federal database or relevant past performance information is not available, the offeror will receive a neutral rating.

Unacceptable (CPARS ratings of Marginal and Unsatisfactory)	Based on the offeror's relevant past performance record, the Government has no reasonable expectation that the offeror will successfully perform the required effort.
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Factor 3- Price

The Government will evaluate offers for the maximum quantity by combining the total price for the five-year ordering period from *Attachment 1, Metal Insignia Schedule of Supply and Pricing*, and *Attachment 2, Embroidery Insignia Schedule of Supply and Pricing*.

The USCG will use the offeror's total price in determining an award. Therefore, the offerors shall enter the proposed prices in accordance with *Attachments 1 and 2* and must have all pricing completed for each item, or the proposal will be considered non-responsive and not considered for award.

Any quantity discounts shall be stated separately by quantity or dollar value.

The estimated delivery date is 60 days after the contract award for price offer purposes, with an estimated contract award of **Monday, April 3, 2023**.

Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.217-4 Evaluation of Options Exercised at Time of Contract Award. (June 1988)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

PART V
Contract Administration

Appointment of Ordering Officer(s)

(a) The following activity is designated as authorized Ordering Officer(s):

All warranted Contracting Officers within USCG HQ (CG-912) or USCG UDC

(b) The above activity or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the contract-level Contracting Officer for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the contract-level Contracting Officer.

PART VI

INVOICE SUBMISSION INSTRUCTIONS (Addendum to FAR 52.212-4(g))

- (a) Each invoice shall contain the following information:
 - (1) Contract Number/Order Number
 - (2) Name of the Contract Specialist, Contracting Officer, and COR
 - (3) Invoice Routing Code (IRC) provided in paragraph (b) below.
 - (4) Annotate on the invoice indicating that the contractor represents a Small Business for accelerated payment purposes
 - (5) DUNS number
 - (6) The CLIN being billed against
- (b) The Coast Guard unique Invoice Routing Code (IRC) for this contract is: CG-9124.
- (c) Each invoice must be submitted to the designated billing office via one of the following modes listed in descending order of preference:
 - (1) Invoice Processing Platform (IPP), <https://www.ipp.gov/>. IPP is a secure web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service in partnership with the Federal Reserve Bank of St. Louis (FRSTL). IPP is available at no cost to any commercial vendor or independent contractor doing business with a participating government agency.

If you are already enrolled in IPP: If your company is already registered to use IPP, you will not be required to re-register, and you do not need to contact IPP.

If you are NOT already enrolled in IPP: The point of, contact you provided in your SAM.gov registration will receive two emails from ipp.noreply@mail.eroctwai.gov. Please note that emails from this email address may filter into your spam or junk folder:

1. The first email will have the IPP Logon ID and a link to the IPP application.
2. A second email, which will be sent within 24 hours of the first email, contains a temporary password.

Once your contact receives these emails, please ensure they log into IPP and complete the registration process. Once registered to use IPP, your company may submit invoices electronically, receive e-mail notifications when requests are paid, view payment history, and access remittance downloads. The e-mail notification of payment is sent when a payment is distributed to your bank account and may include the following payment information: Date of payment, dollar amount, invoice number, paying agency, payee name, and ACH trace number.

IPP Customer Support is available to assist users of the system and can answer your questions related to accessing IPP or completing the registration process.

- Toll-free number: 866-973-3131

- Email address: IPPCustomerSupport@fiscal.treasury.gov
- Hours of operation: Monday through Friday (excluding bank holidays) from 8:00 am - 6:00 pm ET

(2) Mailed to: Commercial Invoices
U.S. Coast Guard Finance Center
1430A Kristina Way Chesapeake, VA 23326

(d) To facilitate processing, all proper invoices and any supporting information submitted electronically using the FINCEN web-based invoice submission capability must be submitted as a single Adobe .pdf formatted file, or as otherwise specified in the contract.

(e) It is mandatory that a copy of the invoice, and all supporting documentation, shall also be e-mailed to the Contract Specialist and the COR regardless of what submission method is used.

TDB, Contract Specialist and COR TBD

In accordance with the Prompt Payment Act, for the purposes of determining a payment due date and the date on which interest will begin to accrue if a payment is late, a proper invoice shall be deemed to have been received:

- (1) On the later of:
 - (i) For invoices that are mailed or transmitted via facsimile, the date a proper invoice is actually received by the designated billing office and annotates the invoice with date of receipt at the time of receipt.
 - (ii) For invoices electronically transmitted by the contractor via web-based submission, the date a transmission is received by the designated billing office, and receipt confirmation is provided to the designated recipient; or
 - (ii) The seventh day after the date on which the property is actually delivered or performance of the services is actually completed; unless—
 - The agency has accepted the property or services before the seventh day in which case the acceptance date shall substitute for the seventh day after the delivery date; or
 - A longer acceptance period is specified in the contract, in which case the date of actual acceptance or the date on which such longer acceptance period ends shall substitute for the seventh day after the delivery date.
 - (2) On the date placed on the invoice by the contractor, when the agency fails to annotate the invoice with date of receipt of the invoice at the time of receipt (such invoice must be a proper invoice); or
 - (3) On the date of delivery, when the contract specifies that the delivery ticket may serve as an invoice.
 - (4) Web-based submission by the contractor and receipt confirmation does not reflect Government review or acceptance of the invoice.
- (g) The last invoice submitted for this award shall be clearly labeled, “FINAL INVOICE.”

Part VII

Notice for Filing Agency Protests

NOTICE FOR FILING AGENCY PROTESTS

It is the policy of the United States Coast Guard (USCG) to issue solicitations and make contract awards in a fair and timely manner. The Ombudsman Program for Agency Protests (OPAP) was established to investigate agency protest issues and resolve them without expensive and time-consuming litigation. OPAP is an independent reviewing authority that is empowered to grant a prevailing protester essentially the same relief as the Government Accountability Office (GAO). Interested parties are encouraged to seek resolution of their concerns within the USCG as an Alternative Dispute Resolution (ADR) forum, rather than filing a protest with the GAO or some external forum. Interested parties may seek resolution of their concerns informally or opt to file a formal agency protest with the contracting officer or Ombudsman.

Informal forum with the Ombudsman. Interested parties who believe a specific USCG procurement is unfair or otherwise defective should first direct their concerns to the cognizant contracting officer. If the contracting officer is unable to satisfy the concerns, the interested party is encouraged to contact the USCG Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Use of an informal forum does not suspend any time requirement for filing a protest with the agency or other forum. In order to ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, contracting officer, and solicitation closing date (if applicable).

Formal Agency Protest with the Ombudsman. Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the contracting officer through open and frank discussions. If the protester's concerns are unresolved, an independent review is available by the Ombudsman. The protester may file a formal agency protest to either the contracting officer or as an alternative to that, the Ombudsman under the OPAP program. Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government. The agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth in FAR 33.103. If the protester fails to submit the required information, resolution of the protest may be delayed, or the protest may be dismissed. This will not preclude re-filing of the protest to meet the requirement. To be timely, protests must be filed within the period specified in FAR 33.103(e). Formal protests filed under the OPAP program should be submitted to:

Department of Homeland Security
United States Coast Guard (CG-91)
Ombudsman Program for Agency Protests
Email: OPAP@uscg.mil